

NOTICE TO PROCEED

18 November, 2021

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the Construction of Covered Pathwalk at San Vicente Elem. School, Brgv. San Vicente, Angono, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

PAOL OLIVER D. AQUINO

CONTRACT AGREEMENT /

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with neat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

Diam aquine Construction Corp. In sole proprietorship private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Binal and herein represented by its Proprietor/President/General Manager, Sima D. Aquine of legal age, Filipine citizen, single/married, resident of Binangonan, Binal hereinafter referred to as the CONTRACTOR, WITNESSETH, That.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalavigan Ordinance No. 2003 180 - By 8- 2021 usinely.

Construction of Covered Pathwelk at Unn Vicente Elem. School, Ergy. San Vicente, Angene, Rical

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herete hereby agree as follows:

- In the whole works subject matter of this Agreement shall be completed within the Bundred Fighteen (198) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berowith and incorporated herein by way of reference, namely
 - a. SP Ordinance No. 10030 Ross. 3. 4. 2721
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - 1. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coveniums with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS.

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Carrency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.









- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 51x hundred Seventy Seven Thomsand Four Hundred that Three Fesos and 30/100 (1 627,463,30)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8 The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restination shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arizing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other afternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the 8 NOV 2021 at Ant	parties have hereunto si ripolo City	gned this Agreement	this day of
EDA			
Disa Aquino Construction Cor	D. RIZAL	PROVINCIAL GO	VERNMENT
Entity/Firm/Corporation	-2		
By:	Ву	£	
Man D, Aquino		REBECCA A. YN	ARES
Proprietor/Manager/President		y Governor 2	
1	WITNESSES		
CN		78	
LOLITA'R BEGUZMAN		MA, VICTORIA	B, TEJADA
NOTA	ARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City	personally appeared	the following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A VNARES	Passport No. P8239281A	August 5, 2028	Manila
Elma D. iquino	010-084-780		_
All known to me and to me kno- acknowledgment that the same is their f present.	wn to be the same person/s fee voluntary act and does	who executed the for i as well as the entity	regoing instrument and that they respectively
This instrument, consisting of written and has been signed by the partie	three (3) pages including is hereto in each and every	this page wherein th page hereof, refers to	in acknowledgment is the Agreement for
Comstruction of Covero	d Pathwalk at dam y	louste Men. Se	hool, Brey, San
WITNESS MY HAND AND SE Antipola City.	EAL this1 8 digNe	2021 at R	izat Provincial Capitol,
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Book No. 3 Series 20 27		TOTAL THOUSON P	
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*** NO 15501749/8/246



NOTICE TO PROCEED

18 November, 2021

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taytay, Rizal

Dear Mr. Magno

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Construction of 2-storey Ynares Multi-Purpose Building (Day Care Center) at Antolines St., Begg, Calumpang, Bhangonan, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

DANILO/C. MAGNO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

Transen Seginceri		10 CONTRACTOR	ACCUSED NORTH OF	PRINCIPLE DESCRIPTION AND RESIDENT
organized and existing and office address Proprietor/President/Ge utizen, single-married, CONTRACTOR, WIT	at neral Manager, resident of	Heinelablic of the Philip Ismals Hagno Zeyt y, Rasal	pines, with and here	
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Documents, Approved Contract, Supplementa 2010 Revised Impleme and incorporated herein a. SP Ordinance b. Certificate of c. Scope/Progr d. Plans and Sp e. Construction f. Request for g. Bidding Do bidders two h. Bid Security i. Addenda and j. Notice of Av 2. In considers latter hereby covenants this Agreement in confi	Plans, Program of lor But Hulletin nting Rules and F by way of refere 23, 4 and Feel Royal Ability of am of Work and pecifications a Schedule Expression of Introduction (2) bidding enve of Contract is word of Contract in with the PROVI connety with the province province with the province province with the province pr	a matter of this Agree) calendar days, in accord Works and Specifications, if any, and supporting Regulations of Republic Accorder, namely: 2021 Funds Detailed Estimate and the documents/statements/statements/	emient she rdance with ns, General related doc t No. 9184 ents contain mity there OVINCE a lete the infi	the provisions of it and Special Conditionnents as required and are integrated be need to the winning to the CONTRACTO assistant works sub-

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Case Hillian Two Hundred Staty Four Thousand the Hundred Seventeen Fence and 18/100 (P 1,254,617,48)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Aci and this IHR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remodies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to subtrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. 1 8 NOV 2021 Truncom Absideering Constraction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By Prophetor/Manager/President Governor WITNESSES LOLITA RODE NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ISS. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date. Pince: HON REBECCA A YNARES Pansport No. P8239281A August 5, 2028 Manila Domalo Posmo 130-061-254 All known to me and to me known to be the same person/s who executed the foregoing matrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Countraction of 2 storey Theres voltiputpose mailding(Day Care Conter) at Antolines Stee Brgy, Calumpang, Bisougenon, Minel WITNESS MY HAND AND SEAL this 1 8 dec/or 2021 at Rigal Provincial Capitol. Antipolo City Doc No. I I I MARIASALVE NUURIWANIAMA Page No. HOTART PURINCHARY DESIDE: 2021 Book No. Series 20 TO THE BUT HUTSELX IN LINEATON

IBP LIFETTHE MOLL NO. 09047/81244

HOLL OF A TICKNEY NO. 55310.



NOTICE TO PROCEED

18 November, 2021

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Concreting of Road with Drainage Canal at Purok 2, Brgy. Tatala, Binanganan, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA AVNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

119.391

ERNANDO L. ARADA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with near of government at the Rical Proviocial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

organized and existing under the laws of the Republic of a	a sole proprietorship private corporation, duly the Philippines, with principal place of business
Proprietor/President/General Manager	and herein represented by its
citizen, single/married, resident of Banangeman, pt.	unit horeitsafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunung Panlalawigan Ordinance No. 27, 2, 3024 namely:

Concreting of Hond with Drainage Canal at Purck 2, Begy, Tatala, Binangeras, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence in undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last 12 Cokobar 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Mallage Three Handard Through Through Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agrees as follows:

I. The whole works subject matter of this Agreement shall be completed within Complete Williams (450) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Hulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.

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- a. SP Ordinance No. 37 a. terrin
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the inflammature works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Three Hillian Error a offered Thomasual two Fundament of the Penns and 92/100 (P 3,300,261,92). Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Dina hundred Binoty Thousand Sevency Fight Feets and 38/100 (P. 950,070,58)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13, in this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 3 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anytail of the provision of this Agreement, the bidding documents or any agreement/undertaking prior of subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the net or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 3 8 MIN 2020 at Antipolo City.

Flag Construction Corporation

By Cogneta
Formundo Arasia
Proprietor/Manager/Pyesident

WITNESSES

LOLITA B. DEGEZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
Page 1 page 1 page 107-855-675

All known to me and to me known to be the same persons's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Concreting of Road with Draining Canal at Purck 2, Brgy, Tatala, Binangonan, Rical

WITNESS MY HAND AND SEAL this 1 Big NOV 2021 at 8

Doc No. 244 Page No. 77 Book No. 3 Series 20 21

HOTAMMAL COMMISSION NO. 20-07
IBPLIFETIME ROLL NO. 59047/ 01244
hotamal commission no. 59047/ 01244
hotamal commission no. 55324
hotagaryanayan



NOTICE TO PROCEED

18 November, 2021

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubindas:

The attached Contract Agreement having been approved, notice is bereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Concreting of Road with Drainage Canal at Tanchongea Compound,
Sitio Villamayor Extension, Brgy. Pag-Axa, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA R. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

(19.3-7)

LAURO A. UBIADAS

CONTRACT AGREEMENT of

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

11 (blades Construction Co	A. YNARES, herein referred to	prictorship/private corporation duly
Proprietor President/General Manage sitizen, single/married, resident of	Lauro F. Differer B	nes, with principal place of busines not begoin represented by it of legal age, Filiping hereinafter referred to as the
CONTRACTOR, WITNESSETH, TI	nat,	
WHEREAS, the PROVINCE pursuant of the Sangguntang Pantalar	declares that certain influenthe	nule Works should be constructed in namely:
Villemiyer Entending Of Energy .	n ordnere Canal i Dar Pag-na, Minangaron, Ri	olyacjeo Georgand Fitte
WHEREAS, the CONTRACT to undertake the above said infrastrent Bid in a public bidding held last the construction and completion of the following mandards set forth in the bid consideration of the amount of one	has a he above said infrastructure w Lassantents approved plans of	ocepted and builds uself to undertak onks strictly in accordance with the corresp of works and appetitioning it
THE STREET, WHILE SHE OF	OP 1,85	4 ,697 , 69) Philippine Currency
can also Fire Polising works on	get matter of this Agree) calendar days, in accord	ance with the provisions of the Bi-
Documents, Approved Plans, Program Contract, Supplemental or Bid Bulle 2016 Revised implementing Rules and and incorporated herein by way of ref	per matter of this Agree) calendar days, in accord is of Works and Specifications tins, if any, and supporting/re d Regulations of Republic Act	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the
Documents, Approved Plans, Program Contract, Supplemental or Bid Bulle 2016 Revised Implementing Rules and and incorporated herein by way of ref- a. SP Orthnance No.	part matter of this Agree) calendar days, in accord is of Works and Specifications tins, if any, and supporting/re d Regulations of Republic Act etence, namely	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the
Documents, Approved Plans, Program Contract. Supplemental or Bid Bulle 2016 Revised Implementing Rates and and incorporated herein by way of ref- a. SP Orthnance No. b. Certificate of Availability of C. Scope-Program of Work at	part matter of this Agree) calendar days, in accord is of Works and Specifications tins, if any, and supporting/re d Regulations of Republic Act etence, namely	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the
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Documents, Approved Plans, Program Contract, Supplemental or Bid Bulle 2016 Revised Implementing Rates and and incorporated herein by way of ref- a. SP Ordinance No. b. Certificate of Availability of Construction Schodule	part matter of this Agree) calendar days, in accord is of Works and Specifications tins, if any, and supporting/re d Regulations of Republic Act etence, namely of Funds ad Detailed Estimate	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the
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Documents, Approved Plans, Program Contract. Supplemental or Bid Bulle 2016 Revised Implementing Raies and and incorporated herein by way of ref- a. SP Orthnance No. b. Certificate of Availability of Construction Schodule f. Request for Expression of I g. Bidding Documents includ bidder's two (2) bidding en	all the documents/statemen	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the No. 9184 and are untegrated herewit
Documents, Approved Plans, Program Contract. Supplemental or Bid Bulle 2016 Revised Implementing Raies and and incorporated herein by way of ref- a. SP Orthnamee No. b. Certificate of Availability of c. Scope/Program of Work ar d. Plans and Specifications e. Construction Schodule f. Request for Expression of I g. Bidding Documents includ bidder's two (2) hidding en h. Bid Security	all the documents/statemen	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by the No. 9184 and are untegrated herewit
Documents, Approved Plans, Program Contract, Supplemental or Bid Bulle 2016 Revised Implementing Rates and and incorporated herein by way of ref- a. SP Ordinance No. b. Certificate of Availability of Construction Schodule f. Request for Expression of I g. Bidding Documents include bidder/s two (2) hidding en h. Bid Security i. Addenda and Supplemental	all the documents/statemen	ment shall be completed within nace with the provisions of the Bi General and Special Conditions of lated documents as required by th No. 9184 and are integrated herewith
Documents, Approved Plans, Program Contract. Supplemental or Bid Bulle 2010 Revised Implementing Rules and and incorporated herein by way of ref a. SP Ordinance No. b. Certificate of Availability of Construction Schodule f. Request for Expression of I a. Bidding Documents includ bidder's two (2) hidding on h. Bid Security i. Addenda and Supplemental j. Notice of Award of Contract	great matter of this Agree) calendar days, in accord is of Works and Specifications tins, if any, and supporting/re d Regulations of Republic Act etence, namely of Funds id Detailed Estimate afterest ing all the documents/statement relopes Bulletin of and the Contractor's Confirm yment to be made by the PRO VINCE to construct and console	ment shall be completed within ance with the provisions of the Bi- Consern and Special Conditions of lated documents as required by the No. 9184 and are integrated herewith its contained is the winning.
Documents, Approved Plans, Program Contract. Supplemental or Bid Bulle 2010 Revised Implementing Rules and and incorporated herein by way of ref a. SP Orthnance No. b. Certificate of Availability of Construction Schodule f. Request for Expression of I a. Bidding Documents includ bidder's two (2) hidding en h. Bid Security i. Addenda and Supplemental j. Notice of Award of Contract 2. In consideration of the pay latter hereby coverants with the PRO's this Agreement in conformity with the	great matter of this Agreed	ment shall be completed within ance with the provisions of the Bi- Consern and Special Conditions of lated documents as required by the No. 9184 and are integrated herewith its contained is the winning.

- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pave Hundred Party Max Thousand Four Hundred Hans Person and 31/100 (P 556,409,31

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise theorisistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated domages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated domages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescald or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of 8 NOV 2021 at Antipolo City. Fit Whisday Countraction Gorp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: UPO No This idea Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.8 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid II) Presented Date Place HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Mamin Turne R. Vrinden 008-410-689 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment in written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Concreting of Hood with Drainange Canal at Temphongus Compound, Sitie Villamoyor Extension, Ergy, Pagelan, Miningoning High WITNESS MY HAND AND SEAL this 1 8 NOV 2021 at Rigal Provincial Capitol, Antipolo City Disc No. Page No. Book No. Series 20 HOTARIAI T.- YISSION NO. 20-07 INPLIFET .. IVIL NJ. 09047/NIZAL

*ULI 4/47108HEY NO.55310



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

18 November, 2021

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Arnda:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Concreting of School Ground at Baras-Pinugay Phase 2

Concreting of School Ground at Baras-Pinugay Phase 2 National High School, Regy. Pinugay, Baras, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA VNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

1-12-22

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

	his AGREEMENT made and entered into by and between:	
Circim	the PROVINCIAL GOVERNMENT OF RIZAL, it local government unit, duly organized under Republic Act No. 7160, with sent of government at the Rizal Provincial Cappential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act RNOR, HON, REBECCA A. VNARES, herein referred to as the PROVINCE; and	itol.
	u sole proprieturship private corporation, o	district
Proprie	and existing under the laws of the Republic of the Philippines, with principal place of business address at	ness
pursum	HEREAS, the PROVINCE declares that certain infrastructure works should be constructed the Sangguniang Panlalanetgan Ordinance No. 1918 Beaut. 8, 10, 2021 namely:	
	Recording of Tables Drowns of Market Indone Protes 2 National High	
the confoliowing	the above said infrastructure works, has been declared as the Lowest Calculated Responsible bidding held last	take the er in ereo cy.
, inches	ACC SIGNATION IN	
2016 F	The whole works subject matter of this Agreement shall be completed with the provisions of the (50) calendar days, in accordance with the provisions of the ts. Approved Plans, Program of Works and Specifications, General and Special Condition Supplemental or Bid Bulletins, if any, and supporting/related documents as required by ised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here porated herein by way of reference, namely:	Hid is of
	SP Ordinance No. 10/18 lien. 6. 5. 8021	
	Certificate of Avgilability of Funds	
0	Scope/Program of Work and Detailed Estimate	
	Plans and Specifications	
	Construction Schedule	
	Request for Expression of Interest	
/0	Bidding Documents including all the documents/statements contained is the winning	
n n	bidder/s two (2) bidding envelopes	
	Bid Security	
	Addenda and Supplemental Bulletin	
	Notice of Award of Contract and the Contractor's Conformity thereto	
	In consideration of the payment to be made by the PROVINCE to the CONTRACTOR,	STARRESS.
Inter b	cby covenants with the PROVINCE to construct and complete the infrastructure works subject	the
mis A	ement in conformity with the province of the Contract,	11.01
	. The PROVINCE hereby covenants to puty the CONTRACTOR the amount of PES	SOS
	THE TAX HANDERS TRAIL THE MAN TO LOS MAN TO SEE THE COOK 18000	3
Curren	16/160 (P 1,163,115,36), Philipp	pine
unless	in consideration of the construction and only upon completion of the infrastructure we service beread by the constructure with the c	HKS

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that be has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P http://www.document.com/performance/p

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (1890) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, finlure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Contract of the contract of th

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit our of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this 1 8 NOV 2021 at Antipolo City. Constanting Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Coom ara da REBECCA A. YN Proprietor/Manager/President WITNESSES MA. VICTORIEB. TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Pince HON REBECCA A YNARES August 5, 2028 Passport No. P8239281A Manila All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties herein in each and every page hereof, refers to the Agreement for

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WITNESS MY HAND AND SEAL thin 1 8dN(Rt 2021

at Rizal Provincial Capitol,

Antipolo City.

Doc No. Pigg No.

Book No. Series 20 HOTASTPOSSIC STATE DEC. 31, 2021 HOTAMIAL THE MISSION HD. 20-67 OPLIFET . PROLLING. 09047/81241 "MI OF A TOWNEY NO. 55910 *** wn 1558/750/8/72*



NOTICE TO PROCEED

18 November, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION & DEVT CORP Baras, Rizal

Dear Ms. Pamintuan.

The attached Contract Agreement having been approved, notice is hereby given to
MJP CONSTRUCTION & DEV'T CORP. that work may proceed on the
Improvement/Concreting of Orchid St., Brgr. Pinuguy, Barns, Rigal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1140,000

Authorized Signature

Name of the Representative of the Bidder

MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	Brgy. San Roque, Antipolo City, represented in this act by (ARES, herein referred to in the PROVENCE, and
3) Construction & Development 5	T-48.7
	, a sole proprietership/private corporation, duly
ganized and existing under the laws of the	Republic of the Philippines, with principal place of business
d office address at	ris Tarenit - Family changes represented by its
oprietor/President/General Manager, max- tizen, sinule/married, resident of	of legal age, Filipino
ONTRACTOR, WITNESSETH, That	, largematter referred to as the
ON THE PORT OF THE SOUTH THE	1221 2 1072
	res that certain infrascherme Works should be constructed in Ordinance No
undertake the above said infrantacheous id in a public bidding held last to construction and completion of the abo	varranting that it has the financial and, technical competence of tah in the Lawest Calculated Responsive has accepted and binds itself to undertake ove said infrastructure works strictly in accordance with the inhibition program of plans program a works and specification in
AND AND DESCRIPTION OF THE LAND OF	0 2.185.219.13 (P). Philippine Currency.
One almostee whole works roblect t	
Accuments, Approved Plans, Program of Vontract, Supplemental or Bid Bulletins, 1016 Revised Implementing Rules and Regard insurporated herein by way of reference, 25, n. 25 a. SP Ordinance No. b. Certificate of Availability of Functions of Scope/Program of Work and Detri	P4 de
a. SP Ordinance No. b. Certificate of Avgilability of Fundament of Supplemental or Bid Bulletins, in Section 1. Section 1	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of f any, and supporting/related docupents as required by the dations of Republic Act No. 9184 and are integrated herewith manuely:
a. SP Ordinance No. b. Certificate of Avgilability of Functions and Specifications c. Scope/Program of Work and Detail of Plans and Specifications c. Construction 5-hedule	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of Fany, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith manuely: 24 ds ailed Estimate
a. SP Ordinance No. b. Certificate of Availability of Punc. Construction Tehedule Construction Tehedule Construction Tehedule Construction Tehedule Construction Tehedule Construction Documents actuating all	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of I any, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith manuely: If the decompare for the conditions are integrated by the called Estimate.
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a. SP Ordinance No. b. Certificate of Avgilability of Function Scope/Program of Work and Detrict of Plans and Specifications c. Construction 5-hedule f. Request for Expression of Interest Bidding Documents acluding all bidder's two (2) bidding envelope h. Bid Security	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of f any, and supporting/related documents as required by the slations of Republic Act No. 9184 and are integrated herewith namely: If the documents/statements contained is the winning es
neuments, Approved Plans, Program of Vontract, Supplemental or Bid Bulletins, in 16 Revised Implementing Rules and Regard incorporated herein by way of reference, 25, m. 232 a. SP Ordinance No. b. Certificate of Availability of Fundo Scope/Program of Work and Detail Plans and Specifications c. Construction Unhedule f. Request for Expression of Interest Bidding Documents including all bidder's two (2) bidding envelope h. Bid Security i. Addenda and Supplements suffer	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of I any, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith maniely: If the documents/statements contained is the winning es
a. SP Ordinance No. b. Certificate of Availability of Functions and Specifications c. Scope/Program of Work and Detail Plans and Specifications c. Construction 5-hedule f. Request for Expression of Interest Bidding Documents including all bidder's two (2) bidding envelope h. Bid Security i. Addenda and Supplements sculled.	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of f any, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith, namely: If the documents/statements contained is the winning es
Accuments, Approved Plans, Program of Vontract, Supplemental or Bid Bulletins, in 16 Revised Implementing Rules and Regard incorporated herein by way of reference. 25 a. 25 a. SP Ordinance No. b. Certificate of Availability of Functions of Availability of Function of Plans and Specifications c. Construction Unded to Plans and Specifications c. Construction Unded to Plans and Specifications d. Request for Expression of Interest Bidding Documents actuding all bidder's two (2) bidding envelope h. Bid Security d. Addenda and Supplements Bullet J. Notice of Award of Contract and d. 2. In consideration of the resoner.	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of fany, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith namely: If the documents/statements contained is the winning estimated to be made by the PROVINCE to the CONTRACTOR, the
Accuments, Approved Plans, Program of Vontract, Supplemental or Bid Bulletins, in 16 Revised Implementing Rules and Regard inscorporated herein by way of reference, 25 and 25 an	calendar days, in accordance with the provisions of the Bid Vorks and Specifications, General and Special Conditions of fany, and supporting/related documents as required by the dations of Republic Act No. 9184 and are integrated herewith namely: If the documents/statements contained is the winning estimated to be made by the PROVINCE to the CONTRACTOR, the

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to
 any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two HILLION Case Hundred FLCty Fire Thousand Flys Fundaged Flaty Flys Funda and 74/100 (P 2,155,165,74).

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods. Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing (to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

HOLL OF A TIGHTEY NO. 55310 +1# 40 15591749/#/ZAL

IN WITNESS WHEREOF, the	parties have hereunto sign ipolo City.	ed this Agreement thi	isday of
Entity/Firm/Corporation	₩ RIZAL P	ROVINCIAL GOVE	RNMENT
By:	By:	2	
Proprietor/Manager/President	3	Governor	IES.
10	WITNESSES		
	PORTNICH STATE		mer value
LOLITAEL DEGUZMAN		MA. VIETORIA B.	TEJADA
NOT	ARIAL ACKNOWLEDGE	MENT	
ALISTONIA	TRING NUMBER OF BEING	M501	
ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Maria Terminateun	25500=785		
All known to me and to me kno acknowledgment that the name is their i present. This instrument, consisting of	free voluntary act and deed a	as well as the entity th	at they respectively.
written and has been signed by the partie			
Improvement/Concreting	of Crowid Stea Bryg	. Pisuody, Borno	, Minsi
WITNESS MY HAND AND SI Amipolo City	EAL this	2021 at Riza	l Provinciai Capitol,
Doc No. 206 Page No. S2 Book No. 3 Series 29 27		HOTATTARVAPA	DEC 31. 2001
763 C		WP LIEETING ROLL	20-07 20-07



NOTICE TO PROCEED

18 November, 2021

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS & CONST. ENTERPRISE Binangonan, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS & CONST. ENTERPRISE that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Cainta Greenland Exec. Village (Phase 4), Brgy, San Juan, Cainta, Riral effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA VNARES

Governor

I neknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

11/0.300-

K N. FERMINDOZA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

THIS PROPERTY OF THE OWNER OF THE	od milo ny and botween:
existing under Republic Act No. 7160, Circumferential Road corner P. Oliveros St	NT OF RIZAL, a local government unit, duly organized and with sent of government at the Rieal Provincial Capitol. Brgy, San Roque, Antipolo City, represented in this act by NARES, herein referred to as the PROVINCE; and
Permindona Builders & Const. Pp.	ta , a sole proprietership/private corporation, duly
organized and existing under the laws of the and office address at distantes Proprietor/President/General Manager, 75	Republic of the Philippines, with principal place of business
WHEREAS, the PROVINCE decla pursuant of the Sanggantang Pantalawigan	res that certain infrastructure works should be constructed in Ctribiance No
Hardin/Versiating of Your	om Julipurpose Europed Sourt of Cointe Grounland on Julia, Sainte, Pitol
To undertake the above said infrastructure w Bid in a public bidding held lastCutob the construction and completion of the ab	warranting that it has the financial and, technical competence orks, has been declared as the Lawest Calculated Responsive of 11, 2021, has accepted and binds itself to undertake over said infrastructure works stretly in accordance with the iments, approved plans, program of works and specification in appearant.
Fire (wass and 54/100	(P D/D+102+04), Philippine Currency,
NOW, THEREFORE, for und in hereby agree as follows:	consideration of the foregoing gernises, the parties hereto
1. The whole works subject	matter of this Agreement shill be completed within
Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins.	calendar days, in accordance with the provisions of the Bid Works and Specifications, General and Special Conditions of if any, and supporting related documents as required by the ulations of Republic Act No. 9184 and are integrated herewith t, namely:
a. SP Ordinance No. 25 a as 20	
 b. Certificate of Availability of Fur 	ds —

- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e Construction 2-hodule
- f. Request for Expression of Interest
- Bidding Documents recluding all the documents/statements contained a the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE a construct and complete the infrastruture works subject of this Agreement in conformity with the province of the Contract;

S. The PROVINCE hereby coverants a	pay the CONTRACTOR the minorit of SPPSOS
Currency, in consideration of the construction and unless otherwise saveed by the parties, subject of this same construction by the Construct and specified in the	(P 576, 105, 664). Philippine on: upon completion of the infrastructure works Agrement as a contract price afthe time and in the e Bid and as agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Sundand Starte Started Starte Started Starte Started Starte
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be possible by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the corcumstances."
- 9 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

TN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ day of _______ it Antipolo City.

Permandense Buildows & Curat. Int. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By. By:

Propriedor/Alenager/President

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON RESECCA A YNARES Passport No. P8239281A August 5, 2028 Manila
Hearle Perudinous #150-424-1078

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and doed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Greenland Names Vilings (Phase 4), Srays on Just, Coints, Missi

WITNESS MY HAND AND SEAL this 1 \$1000 2021 at Rizal Provincial Capitol.

Antipolo City

Doc No 29.5
Page No 47
Book No. 3
Series 20 27

HOTARTPORTEGUATE DEC. ST. 2022 HOTARTPORTEGUATE DEC. ST. 2022 HOTARIAL CLYKISSTOR NO. 20-07 HEP LIFETIME ROLL HO. 090477 0124C HOLL DEATTORIES HO. ES310 TO NO. 15 STRIP WARESM



NOTICE TO PROCEED

18 November, 2021

MR, LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubindas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of Vnares Multi-Purpose Covered Court Village
East Executive Homes, Begy. Sto. Domingo, Cainta, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA AVNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

11-19-201

LAURO A. URIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rigal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, berein referred to as the PROVINCE; and

organized and ediction name the laws of the Republic of and office address at Proprietor/President/General Manager, 100112, 12.201 citizen, single/married, resident of Laure 11. CONTRACTOR, WITNESSETH, Ihnt Blanca coons	the Philippines and	with principal pla- berein represen of legal bereinalter refere	ce of business ted by its age, Filiping
WHEREAS, the PROVINCE declares that certain pursuant of the Sangganiang Panlalavigan Ordinance No.	in infrastructure	works should be o	constructed in
Pepsiny Magazinting of Ynores Bullipur, Executive Mones, Brgy. Sic. Domingo, Cainte	nes Covered	Court Village	lant

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above such above succepted and binds itself to undertake following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of

ad 30/100 Bight Sundred Fifty Neven Thousand Philippine Chillotydos

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No.
 - b. Certificate of Availability of Fands
 - c. Scope/Program of Work and Detailed Estimate.
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Hid Security
 - i. Addenda and Supplemental Bulletin
 - J. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eaght mondred TESTY =ven Thousand Trenty The Feep and 36/400). Philippine Currency, to consideration of the construction and only upon complete \$60 file infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty down Thomsond One Hundred Person and 61/100 (P 257, 107, 61)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto und/or incorporated berewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whather liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedica available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries und/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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neferred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

N WITNESS WHEREOF, the	parties have hereumo sig polo City.	ned this Agreement th	isday of
Kit Woloden Construction Corp Entry/Firm/Corporation	RIZAL	PROVINCIAL GOVE	RNMENT
By. e. Rail	By:	8	
Lettro H. Wrieden		REBECCA A. YNAF	FS
Proprietor/Manager/President		Governor	7-
Mr.	WITNESSES		
LOLITA B. DIE GUZMAN		MA. VICTORES B.	TEJADA
		25-096	
NOTA	RIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manifa
Laure Me Chinden	008-440-550		
All known to me and to me know acknowledgment that the same is their for present			
This instrument, consisting of to written and has been signed by the parties			
Repain/Repainting of In Executive Homes, Brys.			ings last
WITNESS MY HAND AND SE	AL this 1 8 NOV	2021 at Rizal	Provincial Capitol,
Antipolo City.			
Doe No. 247		V	<u> </u>
Page No. SO		and the same of	HER TAINING OF
Book No. 3 Scries 20 2/		AND PROPERTY OF THE PARTY OF TH	
		START PUBLICUTEL D	Color
		THE LABORAGE STATE OF THE	1200120-01

IVLUET A MOLL HO, DOCAT/RIZAL

THE WALLEST CONTRACT



NOTICE TO PROCEED

18 November, 2021

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aguino:

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION—that work may proceed on the
Concreting (portion) of Del Pilar Street, Brgs. Bagumbong, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCAA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

OLIVER O. AQUINO

1-14-337

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PR	EOVINGI/	AL GOVE	RNMENT	OF RIZE	AL, a local g	overminer	or another	duly organ	ized and
existing.	under	Republic	Act No.	7160, with	sem of	government	in the	Rizal I	Provincial.	Capitol,
						Roque, Antip				is act by
its GOV	ERNO	R. HON.	REBECC	A.A. YNAS	tES, here	in referred to	as the P	ROVIN	CE; and	

Cliver Aquino Construction	a sole proprie	condipprivate corporation; duly
organized and existing under the laws of and office address at Binning	comma Rivel and	s, with principal place of business herein represented by its
Proprietor/President/General Manager,	Oliver Aguine	of legal uge, Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That		hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggiorning Fantalangua Ordinance No. 23. 6. 2021 samely:

Conserving (portion) of Dol Pilar Street, Brgy, Begunbong, Jolajals, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared at the Lowest Calculated Responsive Bid in a public bidding held last Cotober 21, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Con Hilliam One Hundred Seventy two Thomsond Three Mandred Twenty Hime Person and 78/100 (P 1,172,329,78). Philippine Currency

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agriculant shall be completed within firstly (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely
 - n. SP Ordinance No. 23, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schodule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - 1. Addends and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Case Nallices Case Randred Seventy Two Thousand Three Bandred Twenty Hime Peeces and 76/100

 (P 1,172,329.78). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to
 any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Fifty One Thomsond Six Sundred Rivery Fight Pesos and FI/100 (P. 854, 608, OT.)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agroement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit.

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the unperformed partion for every day of dalay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract heromafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 9 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

45 (547)	une parties nave nereunto signi antipolo City.	ed this Agreement th	usday of
Cliver Aquino Construction	917 A1 D	ROVINCIAL GOVE	DAIMENT
Entity/Firm/Corporation	Martin)	KOYIKCIAL GOVE	WASHEN!
ву: Од	Ву:	3	
Proprietor/Manager/President	R	Governor J	yes
100	WITNESSES	- W	
LOLITA B DE GLYMA	N	ма, уктовы в.	TEJADA
NO	TARIAL ACKNOWLEDGE	4ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) \$3	5		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Cliver quino	455-241-259		
All known to me and to me ka acknowledgment that the same is their present	nown to be the same person/s wi r free voluntary act and deed as	in executed the foregonest well as the entity the	ung instrument and at they respectively
This instrument, consisting o written and has been signed by the par-	of three (3) pages moluding the ties hereto in each and every page.	s page wherein this ge hereof, refers to the	acknowledgment is Agreement for:
Omerating (portion)	of Del Piler Street,	rey, begarbeng,	Uninjala,
WITNESS MY HAND AND : Antipolo City	SEAL this 1 814/04 20	[2] , nt Rizal	Provincial Capitol,
Doc No. 233 Page No. 47 Book No. 3 Series 20_2		OTARIA PORTE DE ROLLAS.	DEC 31. 2021 II No. 20- 07 09047/11/24

45+ NA 15551749/11/246



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to
L. EUSEBIO ACE DEVELOPMENT CORP, that work may proceed on the
Asphalt Overlaying/Concrete Reblocking (portion) of Road
at Slito Biga, Brgy, 3rd District, Jalajala, Rizul

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours.

REBECCAA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

1 19:300

JUAN PAOLO MIGUEL E. MANLAPIT

10/11/2021# 10

A NOW ALL MEN BY THESE PRESENTS:
This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rical Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at ————————————————————————————————————
WHEREAS, the PROVINCE declares that certain infinstructure works should be constructed in pursuant of the Sangguntang Pantalawigan Ordinance No. 23, as 2021 namely:
Sphilt Corrisping/Concrete Reblocking (portion) of Read at Hitle Higgs, Brogs. Srd District, Jalajaks, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lastCotober_41
I The whole works subject matter of this Agreement shill be completed within the first that the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: 8. SP Ordinance No. 234 84 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
Request for Expression of Interest Bidding Documents schuding all the documents/statements contained in the winning bidder/s two (2) hidding envelopes Bid Security Addenda and Supplements Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the faper hereby governants with the PROVINCE of construct and complete the infrastructure works subject of this Agreement in conformity with the province.

ith the province of the Contract. 3. The PROVINCE hereby covenants k pay the CONTRACTOR the amount of PESOS

Currency, is consideration of the construction and one upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the may presented by the Commet and specified in the Bid and as agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS the HALLion of a Bundred Forty Five Floridated Forty Pro February 24/100 (P1.645.377.04)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states an follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinnfler referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pettinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the p		gned this Agreement th	úsday of
L. muchin or Development Chr.	* RIZAL	PROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation			
By:	By:	8	
Just fold Higuel Perfected	5	REBECCA A. YNA	RES
Proprietor/Manager/President		Governor	
150	WITNESSES	- 3	
LOLITA DE ELZMAN		MA, VICTOREA	, TEJADA
NOTA	RIAL ACKNOWLED	GMENT'	
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REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE MIL, a Notary Public 1	for and in Antipolo City	y, personally appeared t	the following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239251	A August 5, 2028	Manila
Juan Panto Miguel P. Mehlapit	169-912-000		-
All known to me and to me know acknowledgment that the same is their fr present.	ee voluntary act and de	ed as well as the entity	that they respectively
This instrument, consisting of t written and has been signed by the parties	hree (3) pages including s hereto in each and ever	g this page wherein thi y page hereof, refers to	the Agreement for
bruy, bed District, Jelajalo.		(portion) of Road	i et attio Bigm,
WITNESS MY HAND AND SE	AL this 1 2kgN	QV 2021 κ:	zal Provincial Capitol
Antipolo City		3.7	
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Series 20 2/		HOTARIAL CURRESSION	NO. 20-07
		TRP LIFETIME 2021 NO. O.	9847/012AL
		MOLL OF A TTORNE ! NO.	55370

"TP NO 15581749/8/246



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog.

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Improvement/Construction of Drainage Canal of Road at Sitio Pulong Ligaya, Brgy. Bagumbong, Julajala, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES

Governor

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I acknowledge receipt of this Notice on:

[m-m]

Authorized Signature.

Name of the Representative of the Bidder

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rotal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, became referred to as the PROVINCE, and
	military and appearance of the second
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at horoms, deed and berein represented by its Proprietor/President/General Manager, or and office of legal age. Filipino othern, single/married, resident of horoms, ideal herein referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Singguinary Panlalawagan Ordinance Na
	Descriptional Construction of Springs Costs of Soud at Sitie Puloug Timer, Proy. Superbong, Columbus, Risel
391	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
	(P 1,081,360,56) Philippine Currency
(N)	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 2184 and are integrated herewith and incorporated herein by way of reference, namely.
	a. SP Ordinance No. #3 a #e BD21
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Demiled Estimate
ã 2	d. Plans and Specifications
X	e. Construction Schedule
1	f Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained is the winning
	bidger/s two (2) bidding envelopes
. As	h. Bid Security
W.	i. Addenda and Supplemental Bulletin
16.00	 Notice of Award of Contract and the Contractor's Conformity thereto.
MO	The proposal and the proposal state of the p
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
N.	fatter hereby covernmes with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	The first transfer of the Comment
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one 1221 on 1 to 1 to 2 household Three transfer of PESOS
	(P. 1,021,560,26), Philippine
	Currency, in consideration of the construction and only upon completion of the infrustructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the parties.

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Three Mandred Dennity P or Thompson Frage and 52/100 (P.324,420,57)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WINNESS WHEREOF, the	parties have hereunto sign polo City.	ed this Agreement th	isday of
_ > mulbiers	RIZALI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		-11	
By:	By:	9	
Mr. Miles	i	REBECCA A. YNAR	rec.
Proprietor/Manager/Prosident	,	Governor A	13
147	WITNESSES		
UX.	011111111111111111111111111111111111111	0/	
LOLITA B. DE GUZMAN		ма. VIСТОЗСА В.	TEJADA
NOTA	RIAL ACKNOWLEDG	MENT	
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REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, p	sersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. PR239281A	August 5, 2028	Manila
Servid Sens NJ. Dileg	196-515-323		
All known to me and to me know acknowledgment that the same is their fr present			
This instrument, consisting of t written and has been signed by the parties			
Emprovement/Constructions, Regumbens, Jalajala, Richard	as of Driftings Curit mi	of Bend of Afti	e Puleng Litury
WITNESS MY HAND AND SE Antipole City	AL this 18 NOV 2	/UZ1nt Rich	Provincial Capitol,
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Series 20_Q	- 1	ATAMIAL COMMISSION	
		DELIFETHER FOR BUSINESS	the state of the s

holl heatterney 40,55310 to no 15581749/ef/em



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. SIDNEY. B. SORIANO S.B. SORIANO CONSTRUCTION Morong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORLANO CONSTRUCTION that work may proceed on the Improvement/Const. of Drainage Canal at Villaran Street, Brgy. Special District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and neceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

SIDNEY B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circ	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ting under Republic Act No. 7160, with seat of government in the Rizal Provincial Capital, comferential Road corner P. Oliveros St., Bugy. Sun Roque, Antipolo City, represented in this act by GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and
	, a sole proprietorship/private corporation, duly
organd Pro- citi	office address at horono, with the Republic of the Philippines, with principal place of business of fice address at horono, with the Republic of the Philippines, with principal place of business of fice address at horono, with the principal dependent of the Philippines, with principal place of business of fice address at horonomers, and begin represented by its principal dependent of the Philippines, with principal place of legal age. Filipine zen, single-married, resident of horonomers and horonomers are formed to as the NTRACTOR, WITNESSETH, That,
pur	WHEREAS, the PROVINCE declares that certain infrastruenire works should be constructed in summer of the Sanggamenig Panlalaneigan Ordinance No
-	on revenent/construction of arxieses Short as Villaren Street, Ergy.
fol son	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last <u>Detober 11, 2021</u> , has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification in sideration of the amount of <u>Description Sine Empired System Throughout</u> (P1, 973, 0.77, 19). Philippine Currency.
ber	NOW, THEREFORE, for unit in consideration of the foregoing gremises, the parties hereto reby agree as follows:
Do Co 20	1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid scurrents. Approved Plans, Program of Works and Specifications, General and Special Conditions of nurset, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith d incorporated herein by way of reference, numely. a. SP Ordinance No. 23, 6, 2024 b. Certificate of Availability of Funds c. ScoperProgram of Work and Detailed Estimate d. Plans and Specifications
	Construction Schedule f. Request for Expression of Interest
1	 g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin
	 Notice of Award of Contract and the Contractor's Conformity thereto.
inc th:	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the ter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of is Agreement in conformity with the province of the Contract;
1254	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

(P_1_977_077_85). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as served upon by the Contractor:

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pive Hundred Hinety Con Thousand Him Aundred Provided 1980 and 1987 to Performance Security of PESOS Pive Hundred Hinety Con Thousand Hims Aundred Provided 1980 and 1987 to Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Hinety Con Thousand Himself Performance Security of PESOS Pive Hundred Himself Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performance Security (P. 591, 912 Pive Hundred Himself Performance Security Performa

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto und/or incorporated herowith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit-

"All contracts executed in accordance with the Act and this IRR shall common a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches with percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to urbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12—to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONFRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

The state of the s	e parties have hereunto sig tipolo City.	ned this Agreement th	isday of
Entity Firm/Corporation	RIZAL	PROVINCIAL GOVE	RNMENT
By:	By:	45	
And Sections		REBECCA A. YNAF	RES
Proprietor/Munager/President		Governor	2
12/	WITNESSES	~	
LOLITA BE GUZDIAN	6	ма, уктовы в.	TEJADA
NOT	ARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.			
BEFORE ME, a Notary Publi	c for and in Antipolo City,	personally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Manay Na Jurison	233-687-269	× ====	-
All known to me and to me kno acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the part	(2) (1) (2) (2) (2) (2) (2) (2) (3) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	THE RESERVE OF THE PARTY OF THE	The state of the s
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tanay, Rizal

Dear Engr. Mina

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES—that work may proceed on the Asphalt Overlaying of P. Pascual St., Brgy. San Jose, Morang, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

PORFIRIO'S MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. Sun Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, VNARES, herein referred to as the PROVINCE; and

and Prop	nired and existing under the laws of the Republic of the Philippines, with principal place of busine office address at
pure	WHEREAS, the PROVINCE declares that certain infrintructure works should be constructed transfer of the Sanggoniang Panlalangum Ordinance No.
-	timestruction of Johnson Donal Infront of Johnson -less School, Bryt-
Bki the follo	WHEREAS, the CONTRACTOR, waterasting that it has the financial and, technical competer indertake the above said infrastructure works, has been declared as the Lawest Calculated Responsion a public bidding held last
CHIE	Security of the Peace and 72/100 (P 1,729,906,22), Philippine Currency
1	
10424	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her
here	plry agree as follows:
201	Library (BC) calendar days, in accordance with the provisions of the Ecuments, Approved Plans, Program of Works and Specifications, General and Special Conditions struct. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 6 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herew incorporated herein by way of reference, namely
	a. SP Ordinance No. 23, 8, 2021
	b. Certificate of Availability of Funds
	e. Scope/Program of Work and Detailed Estimate
	e. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
Si .	Scope/Program of Work and Detailed Estimate Plans and Specifications Construction Schedule Request for Expression of Interest Bidding Documents including all the documents/statements contained in the winning
1	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
1	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes h. Bid Security
1	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin
1	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes h. Bid Security
J last this	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin
J latt this	Scope/Program of Work and Detailed Estimate Plans and Specifications Construction Schedule Request for Expression of Interest Bidding Documents including all the documents/statements contained is the winning bidder's two (2) bidding envelopes Bid Security Addenda and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, er hereby covenants with the PROVINCE to construct and complete the infrastructure works subject Agreement in conformity with the province of the Contract;
(III)	Scope/Program of Work and Detailed Estimate Plans and Specifications Construction Schedule Request for Expression of Interest Bidding Documents including all the documents/statements contained is the winning bidder's two (2) bidding envelopes Bid Security Addenda and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, er hereby covenants with the PROVINCE to construct and complete the infastructure works subject

manner prescribed by the Contract and specified in the Bird and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

teferred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City RIZAL PROVINCIAL GOVERNMENT Entity/Figur/Corporation By By: RESECCA A. YNA Proprietor/Manager/President Governor, WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 188 BEFORE MF, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Dute Place HON REBECCA A YNARES Passport No. F823928) A August 5, 2028 Manile 255-687-269 Chay D. Certano All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of Drainage Const infront of Dalage Classatory Schhol. Truly Haybancal, Morong, Risal 1 8 ANOVE 2021 WITNESS MY HAND AND SEAL this , at Rival Provincial Capital, Antipolo City. Joe No. ACTANTO DE LA CONTRACTOR DE LA CONTRACTO Page No. Book No. Series 20 Al HOTAHIAL CUXXISSIDIL NO. 20-07 IBPLIFETIKE BOLLNO. DUCAT/BIZAL ABLL OF ATTERNEY NO. 55310

ATP NO 15551749/MIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tunny, Rizal

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES: that work may proceed on the

Asphalt Overlaying of R. Palma St., Sitio Hulo, Brgy. San Pedro, Morong, Rizal effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

PORFIRIO P. MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic As Circumferential Road corner	GOVERNMENT OF REZAL, a local government unit, duly organized and ct. No. 7160, with seat of government in the Rival Provincial Capitol, P. Oliveros St., Brgv. San Roque, Antipolo City, represented in this act by EBECCA A. VNARES, herein referred to as the PROVINCE; and
J - I ster where	a sole proprietorship/private corporation, duly
and office address at	the laws of the Republic of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General citizen, single/married, resi	mininger, rimpho
CONTRACTOR, WITNES	the state of the s
PARTICULAR N. DEL	AND VERSON FOR THE REAL PROPERTY OF
	OVINCE declares that certain infrastructure works should be constructed in Panlahavigan Ordinance No. namely.
mings maxing	and of the Issuant Star Hery, Now Jobe, Rerenz, Pinch
to undertake the above said Bid in a public bidding held the construction and comple	
	(p.522, 100, 25), Philippine Currency,
Documents, Approved Plan Contract, Supplemental or	orks subject matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Bid is, Program of Works and Specifications, General and Special Conditions of Bid Bulletins, if any, and supporting/related documents as required by the Rules and Regulations of Republic Act No. 9184 and are integrated herewith way of reference, namely:
a. SP Ordinance No	29, #. 2021
b. Certificate of Av	griability of Funds
c. Scope/Program o	of Work and Detailed Estimate
d. Plans and Specifi	
 Construction Sch Request for Expr 	
z. Biddine Docume	ents including all the documents/statements contained it the winning
hidden's two (2)	bidding envelopes
h. Bid Security	
 Addenda and Sup 	oplementa Hulletin
j. Notice of Award	of Contract and the Contractor's Conformity thereto
father neterny coverrities with	of the payment to be made by the PROVINCE to the CONTRACTOR, the
this Agreement in confermi	the PROVINCE is construct and complete the infrastructure weeks subject of
min regression in contestin	the PROVINCE to construct and complete the infrastructure works subject of ty with the province of the Contract;
	the PROVINCE to construct and complete the infrastructure works subject of ty with the province of the Contract;
3. The PROVINC	the PROVINCE is construct and complete the infrastructure weeks subject of

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_two_littedree Forty with Theumann with humared himself security and 12/400 (P. 246,690,12)

Philippine Currency, as a measure of numantee for the faithful compliance with his obligations under this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit.

"All contracts executed in accordance with the Acs and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in fall and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be urbmitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

ON)

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St.

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 10 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative senctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto aigned this Agreement this ___ nt Antipolo City. RIZAL PROVINCIAL GOVERNMENT Fatity/Firm/Corporation By: By drie Fitne Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 155 ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Ditte Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila 104-427-000 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for. amphalt Overlaying of P. Peacual Str. Segr. San Jose, Mcrong, Rinal 1 8 NOW 2021 WITNESS MY HAND AND SEAL this at Rizal Provincial Capitol, Antipolo City.

> NOTAMIAL CO-MISSION NO. 20-07 IBP LIFETING BOLL NO. 09047/21291 ROLL OF A TOTHEY NO. 85328 PTR NO. 15501760/H/281

Doc No. Page No. Book No. Senies 20



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Construction of 2-storey Yunres Multi-Purpose Bldg. at URS, Brgy. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

DANILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

Circumferential Road corner P. Olive	RNMENT OF RIZAL, a local government unit, duly organized and 7160, with seat of government at the Rizal Provincial Capitol eros St., Brgy, Sun Roque, Antipolo City, represented in this act by A.A. VNARES, herein referred to as the PROVINCE; and
JRD-D ^Z ERTERFEISES	a sole proprietership/private corporation, duly
organized and existing under the law, and office address at Proprietor/President/General Manag citizen, single/married, resident of CONTRACTOR, WITNESSETH, I	er, Entry, Real bergunter referred to as the
pursuant of the Sangginiang Panlala	- minety
Amphalt Overlaying of	H. Palam St., Sitio Hulo, Hrsy. San Pedro, Morouga
Bid in a public bidding held last the construction and completion of	TOR, warranting that it has the financial and, technical competence cure works, has been declared as the Lowest Calculated Responsive October 2011, has accepted and binds itself to undertake the above said infrastructure works strictly in accordance with the didecuments, approved plans, program of works and specification in the Hillion Seven tentures Fifty-Fine Thousand One 27/100 (P 1,709, 129-37), Philippine Currency
Documents, Approved Plans, Progra	bject matter of this Agreement shell be completed within a calendar days, in accordance will the provisions of the Bid m of Works and Specifications, General and Special Conditions of etins, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith ference, namely:
a. SP Ordinance No. 23 ₄ 1	r. 2021
 b. Certificate of Avgilability 	of Funds
c. Scope Program of Work as	ad Detailed Estimate
d. Plans and Specifications e. Construction 3 chedule	
f Request for Expression of	Internat
 Bidding Documents vacual bidder/s two (2) bidding or Bid Security 	ling all the documents/statements contained in the minutes
Addenda and Supplementa	A Rulletin
 Notice of Award of Contra 	act and the Contractor's Conformity thereto
In consideration of the pa- laner hereby covenants with the PRO this Agreement in conformity with the	symens to be made by the PROVINCE to the CONTRACTOR, the VINCE's construct and complete the infrastructure works subject of e province of the Contract:
One Hillion Seven Handred F	Coverants to pay the CONTRACTOR the amount of PESOS LEty-Nine Moderno Che Huckers Twenty-Nine Peros 4 (p.1,757,125.37) Philippine
Currency, in consideration of the	memuran and are
	s subject of this Agreement as a contract price at the time and in the dispecified in the flid and as accordance in the Contract and in the

4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Axi and this IRR shall contain a provision on liquidated damages which shall be possible by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of inquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of oction and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of my other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of 1 8 NDV 2021 at Antipolo City. PHIMPHER RIZAL PROVINCIAL GOVERNMENT Entity/Pum/Corporation By: By FILLO LONA REBECCA A. YNARE Proprietor/Manager President Ciovernot WITNESSES LOLITA B/DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Place Date Pasiport No. P8239283 A HON REBECCA A YNARES August 5, 3028 Manila FORFIRD MINA TIN NO. 154-422-55 All known to me and to me known to be the same perior/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consuming of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Asphalt Overlaying of R. Palma St., Sitto Hole, Degy. Son Padro, Moroco, Mitmi WITNESS MY HAND AND SEAL this at Rical Provincial Capitol. Antipola City Dec No. ATT MARINGAL VERUENTA-AUGNOS Page No. Book No. HOTANT PORTALISTS THE ECG 1, 2021

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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organized and existing un and office address	101	DAKILO MACHO	ippines, with	in represented	f hunir by
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- 4. The CONTRACTOR warrants that he has not given nor promised to give my money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Geo Hillion Two Handred Porty-Four Thousand

 Eloht Handred Hinoty-Six Pesos 6 16/100 (P 1,244,896,16)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the direction of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portum for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remethes available under the circumstances."
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- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement thall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forficiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

	, the parties have hereunto signe Antipolo City.	ed this Agreement th	day of
TRANCOM ENGINEERING CONSTIN	ICTION 917 AT 19	ROVINCIAL GOVE	DNAGENT
Entity/Firm/Corporation	NO PARTY	NO CHALLEST CONTE	economia.
By: 3e	By	5	
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LOLITA JE DE GUZM	WITNESSES	MA. VICTORIA B.	TEJADA
REPUBLIC OF THE PHILIPPINE	OTARIAL ACKNOWLEDGN S)	MENT	
	olic for and in Antipolo City, pe	reconally appeared th	e following
Name/Entity	Valid ID Presented	Date	Placo
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Mamila
DANTELO MAGRO	TIN NO. 130-861-254		
All known to me and to me acknowledgment that the same is the present.	known to be the same person's wh our free voluntary act and deed as	ho executed the forego well as the entity th	oung instrument and at they respectively
This instrument, consisting written and has been signed by the p	of three (3) pages including the arties hereto is each and every page	s page wherein this ge hereof, refers to the	acknowledgment is a Agreement for.
Construction of 2-storey T Begumbeyen, Pilille, Risel	hares Hulti-Purpose Buil	lding at URS, h	rgy.
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baggs, Rizal

Dear Engr Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Improvement Concreting at Upper Belleza St., Brgy, Malaya, Pililla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

1-14-20-4

RENATOR VILLADOMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

21	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, thily organized and existing under Republic Act No. 7160, with seat of government at the Rigal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and LARD BUILDERS.					
	a sole proprietership private corporation, duly organized and existing under the transpol the Republic of the Philippines, with principal place of business and office address at appearance of VIII appearance represented by its Proprietor/President/General Manager, Baran, Size1 of legal age, Filipino citizen, single/married, resident of htreinafter referred to an the CONTRACTOR, WITNESSETH, That,					
	WHEREAS, the PROVINCE declares that certain inthustnumgerenks should be constructed in missians of the Sangganiang Panlalavergan Ordinance No					
	Improvement/Generating at Opper Belless St., Brgy, Melays, Pilills, Risel					
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructures, benefice declared as the Levest Calculated Responsive find in a public bidding held has					
	NOW, THEREFORE, for and in consideration of the foregoing permises, the parties herein					
	Rephylole works subject matter of this Agreement shill be completed within () calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. Generalized Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 till are integrated herewith and incorporated become by way of reference, namely: 23, 8. 2021					
	h Certificate of Availability of Funds					
1	C. Scope Pregnan of Work and Detailed Patronia					
U	d. Plans and Specifications e. Construction 5-hedule					
	f. Request for Expression of Interest					
	 Bidding Documents suchating all the documents/statements contained the winning bidder's two (2) bidding envelopes Bid Security 					
	i. Addenda and Supplements restaura					
	j. Notice of Award of Contract and the Contractor's Conformity thereto					
	 In considerating of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby coveraints with the PROVINCE y construct and complete the infinitrume works subject of this Agreement in conformity with the province of the Contract; 					
	Two office PROVINCE bards on Thoughton Stight Coole Period of PESOS					
	Currency, by Zemaiderston of the Philippine					
	Currency, to consideration of the construction and one upon completon of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the time and in the upon the contract price of the upon the contract price of the upon t					

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract.



5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS Six transfered Transfer Two Thomsond One handred Transfer Page 8 36/100

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7169, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damagest reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of An	tipolo, with the exclusion of a	ny other courts.	AMON FOR THE DANKS
IN WITNESS WHEREOF, do	e parties have hereunto signer	f this Agreement the	is day of
	ripolo City.	a wan dawa canasan wa	S
LARD BUILDINGS	RIZAL PR	OVINCTAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By	6	
RIBAGO VILLANCHAN	RI	BECCA A. YNAR	ys:
Proprieter/Manager/President		Governor	
la .	WITNESSES	10 - 20	
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LOLITA & DE CUZMAN	· .	IA. VICTORIAEB.	TEJADA
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(NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Publi	e for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pamport No. P8239281A	August 5, 2028	Manila
REMATO ATTTWOMME	TIN NO. 119-041-448		
All limown to me and to me kno acknowledgment that the same is their present.	own to be the same person/s wh free voluntary act and deed as	o executed the forego well as the entity th	ong instrument and at they respectively
This instrument, consisting of written and has been signed by the part	three (3) pages including this es hereto in each and every pag		
Improvement/Concreting at Upp	per Bellesa St., Begy.	Malaya, Pilili	, Risel
WIINESS MY HAND AND S	EAL this 1 8 NOV 20	21V	Previncial Capitol.
Antipolo City		0.	
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection (portion) of Mataghak Creek (Corner of Elem. GMA School Bldg.) Brgs. Bagumbayan, Plilla, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor

l acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder

11-19-201

JUAN PAOLO MICCEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

its	existing under Republic Act No. 7160, with seas of government at the Right Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act to its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and LARD BUILDERS.					
Pro	a sole proprietership private corporation, do notice address at REMATO VILLARMANIAL serein represented by opprietor/President/General Manager, Baran, Single/married, resident of http://doi.org/10.1007/President/General Manager, Baran, Single Manager, Baran, Singl					
par	WHEREAS, the PROVINCE declares that certain in the structure of the Sunggrature Paulalaseigan Cirdinance No					
	Improvement/Gonoreting at Opper Belless St., Broy. Helsys, Pilills, Rise.					
the fol	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructures, however declared as the Lavest Calculated Responsibility in a public bidding held hast, has accepted and binds itself to undertain the construction and completion of the above said infrastructure works arrily in accordance with it following standards set forth in the baddoctraction of undertained response Construction of the above said infrastructure works arrily in accordance with it following standards set forth in the baddoctraction of undertained response Construction of the above said infrastructure works arrily in accordance with it following standards set forth in the baddoctraction of undertained response Construction of					
	NOW, THEREFORE, for and in consideration of the foregoing permises, the parties herei					
be	bereby agree as follows.					
	1. Bishabole works select matter of this Agreement shi be completed with					
20	1. Rephylole works sedject matter of this Agreement shift be completed with a comments, Approved Plans, Program of Works and Specifications. Generalized Special Conditions of muser, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith incorporated become by way of reference, namely: 23, 8, 2021 a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction 2-hedrile f. Request for Expression of Interest bidden's two (2) bidding envelopes b. Bidd Security i. Addende and Supplements restaurance.					
200	1. Rephysiole works select matter of this Agreement shri be completed with (
200 mm	1. Repositole works sedect matter of this Agreement shi be completed with () calendar days, in accordance will the provisions of the B seuments, Approved Plans, Program of Works and Specifications, Generalized Conditions of introct, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 at are integrated berewith incorporated berein by way of reference, namely. 23, s. 2021 a. SP Ordinance No. b. Certificate of Availability of Puods c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction 5-hedule f. Request for Expression of Interest a. Bidding Documents suchding all the documents/statements contained the winning bidder's two (2) bidding cavelopes b. Bid Security i. Addenda and Supplements Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto 2. In considerating of the paymen to be made by the PROVINCE to the ONTRACTOR, the after hereby covernants with the PROVINCE, a construct and complete the infinitionare works subject on the Agreement in conformity with the province of the Contract.					
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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance accurity of PESOS Six Handred Triberty-Two Thousand One hundred

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damagest reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

	F, the parties have hereunto signed at Antipolo City.	d this Agreement thi	sday of
LARD BUILDERS Entity/Firm/Corporation	RIZAL PR	RIZAL PROVINCIAL GOVERNMENT	
By:	By:	6	
RIDUGO VILLANDHAN	RI	EBECCA A. YNAR	KS
Proprieter/Manager/President		Governor -	
1801	WITNESSES	w/2	
LOLITA DE GEZ	MAN N	IA, VICTORIZB.	TEJADA
()	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	(ES) (S.S.		
BEFORE ME, a Notary I	Public for and in Antipolo City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pamport No. P8239281A	August 5, 2028	Manila
HEMOTO ATTTWOMEN	TIH NO. 119-041-448		
All limown to me and to m acknowledgment that the same is present.	e known to be the same person's wh their free voluntary act and deed as	o executed the forego well as the entity that	ing instrument and if they respectively
	ng of three (3) pages including this parties hereto in each and every pag		
	Upper Delless St., Bogy.		
WITNESS MY HAND AT	ND SEAL this 1 & NOV 20	0211 an Right	Previncial Capitol,
Antipolo City		0.	10 W
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NOTICE TO PROCEED

18 November, 2021

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FL4G CONSTRUCTION CORP. that work may proceed on the Improvement/Concreting (portion) of San Lorenzo Road, Brgv. Hulo, Pillila, Rizal effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCO A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

1 14 7eyl

EERNANDO L. ARADA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and exosting under Republic Act No. 7100, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalareigan Ordinance No. 23, 4, 2021 unnely:

Construction of Stone Meroncy for Slope Protestion (parties) of Natagonia Corot (Corbor of Elementary SMA School Sidg.) Regy. Segunbayan, Pitile, Signi

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within Case Banderd Fifty (150) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23. e. 2001
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - 8 Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Socurity
 - i. Addenda and Supplemental Bulletin
 - J. Notice of Award of Contract and the Contractor's Conformily thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Correctly, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Million One Bondred Forty-Three Thousand Saven thundered One Pesos 6 23/100 (P 2,143, 701, 23)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand at terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereimafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this . Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this

1 8 NOV 2021 at 2	Antipolo City.		
L. FUSEBIO ACE DEVELOPMENT COMPORATION Entity/Firm/Corporation	RIZAL PR	ROVINCIAL GOVI	BRNMENT
By:	By.	12	
Proprietor/Manager/President	PET R	EBECCA A. YNA	RES
/	WITNESSES	V0.0	
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LOLITA & DE OLIZMA	AN.	HA, VICTORIA B	TEJADA
NO	TARIAL ACKNOWLEDGE	SENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	olic for and in Antipolo City, pe	rsonally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pamport No. P8239281A	August 5, 2028	Manifa
JUNE PAULO HUGUEL E. MARKAP	TT TIN NO. 000-159-917		200
All known to me and to me k acknowledgment that the same is the present.	nown to be the same person/s wh ir free voluntary act and deed as	so executed the foreg well as the entity th	oing instrument and lat they respectively
This matriment, consisting written and has been signed by the pur	of three (3) pages including the rties hereto in each and every pag	page wherein this thermof, refers to the	acknowledgment is a Agreement for
Construction of Stone Hoeen (Corner of Elementary GMA S	ry for Slope Protection chool Bldg Hrgy. Regus	(partian) of P beyon, Pilille,	letegbek Greek Rivol
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NOTICE TO PROCEED

18 November, 2021

MR. ARNEL M. GOTO A.M. GOTO CONSTRUCTION Binangonan, Rizal

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to

A.M. GOTO CONSTRUCTION that work may proceed on the

Construction of 2-Stores Fourse Made Business B. A.A.

Construction of 2-Storey Ynares Multi-Purpose Building at Villa San Mateo 2, Brgy. Guitnang Bayan II, San Mateo, Rizal

effective on the day you received this Notice to Proceed.

L/pon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

[1:14:30X

Authorized Signature:

Name of the Representative of the Bidder

ARNEL M. GOTO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REHECCA A. YNARES, berein referred to as the PROVINCE; and

FLAG CONSTRUCTION CORPORAT organized and existing under the laws of the		
and office address at Binance	The second secon	A CONTRACTOR OF THE CONTRACTOR
March 1977 The Control of the Contro	FIRMWIED ANAIM	of legal age, Filipino
citizen, single-married, resident of CONTRACTOR, WITNESSETH, That,	Minergonen, Missl.	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Songguniang Puntalawigan Ordinance No. 23, p. 2021 namely:

Improvement/Congreting (portion) of Sem Lorence Rood, Bogy, Hele, Pilille, Stant

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lovest Calculated Responsive Bid in a public bidding held last 11 Optober 2021 than accepted and brads itself to undertake the construction and completion of the above said infrastructure works strily in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Hillion Seven Bardeed Trendy-files Thousand Planting Page 1 (P 4, 729, 195, 47). Philippine Currency

NOW, THEREFORE, for and in consideration of the foregoing pemises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shift be completed within the Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 at are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, #4 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expension of Interest
 - 8. Bidding Documents including all the documents/statements contained into winning bidden's two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplements Bulletin
 - j. Notice of Award of Contract aid the Contractor's Conformity therete
- In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE is construct and complete the infrastrume works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hemby covenants to pay the CONTRACTOR the mount of PESOS Fore Militan Seven Sendered Province Thomas of Pieson Province Thomas of Pieson Province Currency; at Consideration of the construction and one upon completan of the infrastructure works unless otherwise as seed by the parties, subject of this Agrament as a contract price of the time and in the mount of the infrastructure works more provinced by the Contract and specified in the Bid and as agreed upon by the Captractor;

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- The CONTRACTOR warrants that be has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One HIIII as Fear Standard Eightean Thousand Eight itensived Seventy-Eight Feare 5 64/100 (Pig410, 876, 64)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be populie by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Centract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR will internal Revenue and a copy of its income and business tax returns duly stamped and re and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement sha arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however are within the competence of the Construction Industry Arbitration Commission to 16.







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. The WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. FLAG CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: MAKED ARADA Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place REHEGCA A. YNARES Passport No. P8239281A August 5, 2028 Manifa ATLANTA COMME TIM NO. 007-885-673 All known to me and to me known to be the same person's who executed the foregoing instrument and present written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Deprovement/Consecting (portion) of San Lawenzo Rood, Sany, Bulo, Pilille, Ripel

acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

Thus matrument, consisting of three (3) pages including this page wherein this acknowledgment is

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Doe No 350 Page No 50 Blook No 3 Series 20 2/	HOTART POUCHONNER DECS 1, 2021 HOTART POUCHONNER DECS 1, 2021 HOTARTAL CURRISSION NO. 20-07 HEP LIFETIME HOLL NO. 09047/012AL	



NOTICE TO PROCEED

18 November, 2021

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Concreting (Portion) of School Ground at San Mateo Elementary School, Brgr. Sta. Ana, San Mateo, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCAA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

DANILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local povernment unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Amipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and
A.M. GOTO CONSTRUCTION , a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Renangement Risel</u> , and serious represented by its Proprietor President/General Manager, <u>ARSEL M. GOTO</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangement Risel</u> , breinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigum Ordinance No. 23, €, 2021, namely:
Construction of 2-storey Yneres Multi-Purpose Building at Villa San Mateo 2; Brgy. Guitneng Bayan II, San Mateo, Risal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 11 Outober 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strelly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Bine Bundred Thirty-Right Thousand Six Ibundred Twenty-Six Peros & 36/100 (P 3, 938, 626, 56). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing pemises, the parties hereto hereby agree as follows:
 The whole works subject matter of this Agreement shell be completed within the little provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generalized Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 art are integrated herewith and insorporated herein by way of reference, namely:
a. SP Ordinance No. 23, #. 2021 b. Certificate of Avgilability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
e Construction Schools In
Request for Expression of Interest Bidding Documents rachiding all the documents/statements contained (the winning bidder/s two (2) hidding envelopes Bid Security
 Addenda and Supplements Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE a construct and complete the infrastructe works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby coverants v. pay the CONTRACTOR theamount of PESOS
Three Hillion Hims Hendred Twisty-Eight Thousand Six Bundred Twenty-Six
Currency, to consideration of the construction and one upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price after time and in the manner works upon the contract price after time and in the manner works upon the contract of the contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to, any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Eighty-One Thouseod Fighty-Seven Peson 6 97/100 (P 1,181,567.97)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Aci and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resented or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the parameteristic project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to subtitutors under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this.

Agreement, without prejudice, however to any natural agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

THESE WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. A-154 GOTO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Minager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Munita ARREL N. GOTO TIM NO. 237-410-542 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Construction of Zestorey Ymares Hulti-Purpose Building at Ville Sen Nates 2, Brgy. Coltnerg Beyon II, Sam Meteo, Risel WITNESS MY HAND AND SHAL this 1 8, NOV 2021 at Riral Provincial Capitol, Antipolo City Doc No. Page No. Book No. THE PROPERTY OF THE PROPERTY O Series 20

HOTANTA CLIC CHTEL DEC. 31, 2021 HOTANTAL CLIC ESSUE NO. 30-07 INPLIFETIME THE NO. 0504 PHIZAL COLL BY ATTORNEY HO. 55310 PTP 40 1558174 WHIZAL



NOTICE TO PROCEED.

18 November, 2021

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tannay, Rizal

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the

Concreting of School Ground at San Mateo Senior High School, Brgy, Gultnang Bayan I, San Mateo, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

Governor 1

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

PORFIRIO P. MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Teletonn Thousand Eight Bundred

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(P. 313,854.19

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto und/or incorporated herewith, in accordance with

- Commeter undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9484, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Guoda, Infrastructure Projects and Compiling Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfure compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, finlure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments mude thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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the Bidding Documents;

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior of subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the	parties have herounto sign polo City.	ed this Agreement th	is day of
TRANCOM ENGINEERING CONSTRUCTI	CB RIZAL P	ROVINCIAL GOVE	RNMENT
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NOTA	RIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY)S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manilu
DAHILD MAGNO	TIN NO. 130-861-254		
All knows to me and to me know acknowledgment that the same is their for present.	m to be the same person's w see voluntary act and deed a	the executed the foregon well as the entity the	ning instrument and it they respectively
This instrument, consisting of the written and has been signed by the parties	tree (3) pages including the herato in each and every pe	is page wherein this : up hereof, refers to the	ecknowledgment is Agreement for:
Concreting (parties) of School Ste. Ame, San Mateo, Rizel	Ground et Sen Meter	o Elementary Sch	ool, Ergy.
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Dec No. 256 Page No. 52		1. T. 2. Man 201	bl.
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		HOTAHILL CUMPLESS	
		THE REAL PROPERTY	182147/70060

TELEMENTALISES OF MEN



NOTICE TO PROCEED

18 November, 2021

MS. MARIO S.A. MATEO M.J. BEVANT CORPORATION Morong, Rizal

Dear Mr. Matco:

The attached Contract Agreement having been approved, notice is hereby given to
M.J. BEVANT CORPORATION that work may proceed on the
Concreting of Old Laiban Road, Brgy. Laiban, Tanay, Rizal
affective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

11 19-2007

Authorized Signature

Name of the Representative of the Bidder,

MARIO S.A. MATEO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Caramferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE, and
JRD=D ² MITERPRISES , a sole proprietriship/private corporation, duly
Organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tanay, Risal and armin represented by its Proprietor/President/General Manager. PORPTRIO HTMA of legal age, Filipino citizen, single/married, resident of Tanay, Risal bereinafter referred to as the CONTRACTOR, WITNESSETH, That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalanigan Ordinance No. RPSB Rose. No. 9, 8, 2021 namely:
Concreting of School Ground at San Nateo Senior High School, Ergy. Guitneng Boyan I, San Hatco, Rimal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last 11 October 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works stretly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hillion Two Hundred Seventy-Right Thousand Turblye People 6 09/100 (P. 1.278.012.09.) Philipping Contents
Twelve Pesse 8 09/100 (P 1,278,012.09). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing pemises, the parties hereto hereby agree as follows:
1. The whole works unbject matter of this Agreement shift be completed within Sixty (60) calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 0184 ad are integrated herewith and incorporated herein by way of reference, namely
n. SP Ordinance No. RPSB Res. Bo. 9, s. 2021
b. Certifieste of Avgilability of Funda c. Scope/Program of Work and Detailed Estimate
d final and Specifications
e. Committee Schedule
f Request for Expression of Interest
 Bidding Documents victuding all the documents/statements contained (the winning bidder/s two (2) bidding envelopes. Bid Security
i. Addenda and Supplementa Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thansto
 In considerating of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby coverants with the PROVINCE is construct and complete the infrastructe works subject of this Agreement in conformity with the provincial the Contract;
5. The PROVINCE hersby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Two Bundred Seventy-Pight Thousand Teples Peops 5 09/100
Currency, or consideration of the construction and one upon completon of the afrastructure works upon the construction and one upon completon of the afrastructure works upon the contract price afrastructure works upon the contract price afrastructure and in the line of the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Elghty-Three Thousand Pour Hundred Three Pesos & 63/100 (P 383,403.53

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty neriod:
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof, for the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, fullure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing. 2-2 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this

I 8 NOV 2021 at An	tipolo Cit	у.		
Jun-10 ² enterestres		RIZAL PR	OVINCIAL GO	VERNMENT
Entity/Firm/Corporation			7	
Ву:		By	4	
PORTRIB-HIM		R	EBECCA A. Y	NARES
Proprietor/Manager/President			Governor	A
121	W	TINESSES		z)
LOLITA DE GEZMAN	(8	MA. VICTORE	B. TEJADA
NOT	ARIAL A	CKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.				
BEFORE ME, a Notaty Public	for and i	in Antipolo City, pe	ranually appeare	d the following
Name/Emity	Valid	d ID Presented	Date	Place
HON REBECCA A YNARES	Passport	t No. P8239281A	August 5, 202	Manifa:
PORPERIO MENA	THE	154-472-689	_	
All known to me and to me kno acknowledgment that the same is their present.	wn to be t free volun	he same person/s wh tary act and deed as	n executed the for well as the entit	oregoing instrument and y that they respectively
This instrument, consisting of written and his been signed by the partie	three (3) as hereto is	pages including this neach and every pag	page wherein t ge heroof, refers t	his acknowledgment is the Agreement for:
Conscreting of School Ground Beyon I, San Mateo, Risel	nt San	Hateo Senior it	igh School,	Brgy. Guitnang
WITNESS MY HAND AND ST Amipolo City	EAL thús	1 8 MOV 202	1	Rizal Provincial Capitol.
Dec No. 249 Page No. 30			V	
Book No. 3 Series 20 3/				SONACA-AYAMINES
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MTARIAI -CHV:5510H HO. 20-07

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PRINTER - 13 43,09047/8/ZALT



NOTICE TO PROCEED

18 November, 2021

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Concreting of Rosal St. Brgy. Sto. Niño, Tanay, Rizal

effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

1 4 207

Authorized Signature

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rival Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE, and

M.J. BEVANT CORPORATION , a sole propose	tership private corporation, duly
organized and existing under the laws of the Republic of the Philippines	with principal place of business
and office address atNocong, Rissl and	aeroin represented by its
	bereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure warks should be constructed in pursuant of the Songguniang Pantalawigan Ordonnice No. 25, 8, 2021 namely:

Concreting of Old Laiban Road, Brgy. Laiban, Timey, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lavest Calculated Responsive Bid in a public bidding held last 11 October 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works streety in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Ten Hillon Seven Handcod Hinsty-Con Thomsand Three Handcod Thirty Peece 6 24/100 (P 2,791, 330,24). Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing persons, the parties hereto hereby agree as follows:

- I. The whole works subject matter of this Agreement shift be completed within One Bundred Decaments. (120) calendar days, in accordance with the provinces of the Bird Documents, Approved Plans, Program of Works and Specifications, Ceneraland Special Conditions of Contract, Supplemental or Bird Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated benevith and iscorporated herein by way of reference, namely:
 - a. Si Ordinance No. 23, n. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications.
 - e. Construction >-hedule
 - f. Request for Expression of Interest
 - Bidding Documents sucluding all the documents/statements contained the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplements Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby coverants with the PROVINCE is construct and complete the infrastructic works subject of this Agreement is conformity with the province of the Contract;
- 3. The PROVINCE hereby covernants *, pay the CONTRACTOR the genount of PESOS Two Hillion Seven thereford Minety-One Thousand Thereb Buckered Thirty Pesos & Currency, is considerated of the construction and one upon completion of the structure works unless otherwise asseed by the parties, subject of this Agreement as a contract price of the time and in the many thoughts the Contractor.



- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gifl to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eacht, Bandged Thirty-Seem Thousand Three Bundled Hinety-Rine Pesos & 07/100 (P.837, 399.07)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all constraints.

Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated dismages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated dismages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated dismaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resented in terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 2.3 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and in Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Amipolo, with the exclusion of any other courts.

P 8 NO PS NHEREOF.	the parties have hereunto signe Antipolo City.	ed this Agreement th	is day of
H.J. BEVANT CORPORATION Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	By:	X.	
Proprietor/Manager/President	R	EBECCA A. YNAI	Es
1 /2	WITNESSES	9/	
LOLITA BOE ENZM	NN I	MA. VICTORIA B.	TEJADA
/ NO	OTARIAL ACKNOWLEDGE	SENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pul	olic for and in Antipolo City, pe	consily appeared th	e following
Name/Entity	Valid ID Presented	Date	Piace
HON REBECCA A YNARES	Panaport No. P8239281A	August 5, 2028	Manifa
HARYO MATNO	TTM NO. 007-352-150	-	
All known to me and to me k acknowledgment that the same is the present.	mown to be the same person/s wh ir free voluntary act and deed as	no executed the forego well as the entity the	ong instrument and at they respectively
This instrument, consisting written and has been sumed by the pa	of three (3) pages including the rties hereto in each and every page.		
Commuting of Old Leib	an Road, Ergy, Leiben,	Tomoy, Rizel	
WITNESS MY HAND AND Amppolo City	SEAL this 1 8 all Col. 20	17)1 m Riza	Provincial Capitol,
Doc No. 940 Page No. 48 Book No. 3 Series 20 24		OTACIAL TARY PLANT OF THE PARTY PLANT	CECTA-ROMA GEC 31, 2021 ON No. 20-07 CODE+7/112AL

THE HO ISSSITE WEIZHL



NOTICE TO PROCEED

18 November, 2021

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Rinangonan, Rizal

Dear Mr. Aquino

The attached Contract Agreement having been approved, notice is hereby given to
OLIVER AQUINO CONSTRUCTION that work may proceed on the
Concreting of Verallo St., Brgy, Daraiton, Tanay, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder: 000

OLIVER O. AQUINO

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitel Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo Ciry, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE; and
GKB BUILDERS a sole proprietership/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office uddress at Hocore, Sinal, and aerein represented by its Proprietor/President/General Manager, GENALD WINES, J. BYLCG of legal age, Filipine citizen, single/married, resident of HOCORE, HIRAL DECEMBER, Receinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialine pan Ordinance No. 23, #, 2021 namely:
Concreting of Nesel St. Scy. Sto. Mino, Tenny, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lavest Calculated Responsive Bid in a public bidding beld last 11 October 2021 has accepted ad binds itself to undertake the construction and completion of the above said infrastructure works stretly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Pour launched To rey-Mine Thousand Two
Bundred Three Peros 6 48/100 (p.2,439,203,48). Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing penises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shill be completed within Doe Handred Thereby (220) calendar days, in accordance will me provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generalised Special Conditions of Contract, Supplemental or Bid Hullatins, if any, and supporting related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 art are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 23, #. 2021 b. Certificate of Availability of Funds c. Secons/Processor of Workship of Funds
 Scope/Program of Work and Detailed Estimate Plans and Specifications
e. Construction Schodule
f. Request for Expression of Interest
 Bidding Documents including all the documents/statements contained ithe winning bidder/s two (2) bidding envelopes Bid Security
 Addenda and Supplements Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE > construct and complete the infrastructor works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants a pay the CONTRACTOR the amount of PESOS Two Sillion Four invested Totrey-Wine Thousand Two Hundred Torse Posos 3
Currency, to consideration of the construction and one upon completion of the affinishmeture works unless otherwise needed by the parties, subject of this Agreement as a contract price afthe time and in the many that by the Contract and specified in the Bid and an agreed upon by the Contractor:

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Thirty-One Thousand Seven Hundred Sixty-One Peson & 04/100 (P 731,761,04)

 Philippine Currency, its a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Art No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7100, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle at PROVINCE to surpend payment for any goods or services delivered by the CONTRACTOR Internal Revenue and a copy of its income and business tax returns duly samped and and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement sharbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however are within the competence of the Construction Industry Arbitration Commission to 1

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any natural agreement of the parties hereto to agree in writing 2 (4) to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of my other courts.

IN WITNESS WHEREOF,	the parties have hereunto signe Antipolo City.	d this Agreement th	risday of
GRIB BUILDERS		350	
Entity/Firm/Corporation	RIZAL PR	OVENCIAL GOVE	RNMENT
Ву	9-	22	
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Proprietor/Manager/President	Ri	Governor 52	RES
The state of the s	Applies State of the Land	Container Sq	
1/1/2	WITNESSES	80.0	
LOLITA BE DE GOZMA	N A	IA. VICTORIA B.	TEJADA
		27477	
/ NO	TARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES	0		
ANTIPOLO CITY) 8.			
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manda
GERALD KERNY S.J. BILOG	TIN NO. 196-519-323		
All known to me and to me knowledgment that the same is the present.	nown to be the same person/s wh ir free voluntary act and deed as	e executed the foregover well as the entity th	oing instrument and at they respectively
This instrument, consisting written and has been signed by the part	of three (3) pages including this ties hereto in each and every pag		
Concreting of Rosal St.,	Brgy. Sto. Hino, Tensy	, Rival	
WITNESS MY HAND AND	SEAL this day of	2021	I Provincial Capitol
Antipolo City	out out	, 10 100	e a reconstruit a albatest
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MOLI 971 TURNEY NO. 55320 PIR NO. 19581749/8/241



NOTICE TO PROCEED

18 November, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras.

The attached Contract Agreement having been approved, notice is hereby given to

CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the

Construction of 17x30m Ynares Multi-Purpose Covered Court at

Camp Mateo Capinpin, Brgy. Sampuloc, Tanay, Rizal

effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

3 Governor

I acknowledge receipt of this Notice on:

Authorized Signature. Name of the Representative of the Bidder.

TEODORICO L. CONTRERAS

10/11/2021# 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

organical was exchange and an and office address at Proprietor President/General Management, Fig. 1	
CONTRACTOR, WITNESSETH, That, Divergoners, Rivel	, bereinafter referred to an the
WHERBAS, the PROVINCE declares that certain infrastructus pursuant of the Sangguniang Panlalavigan Ordinance No. 23, **. 2	are works should be constructed in 021

Concreting of Versito St., Bryy, Dereiten, Taney, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Levest Calculated Responsive Bid in a public bidding held last of the affect and infrastructure works stretty in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Four Handred Seventy-Gra Thousand Three Parelred Etahteen Person & 96/100 2,471,318,96 / Philippine Currency

NOW, THEREFORE, for and in consideration of the foregoing punises, the parties hereto hereby sugree as follows.

- 1 The whole works subject matter of this Agreement shill be completed within (120) calendar days, in accordance will tie provisions of the Bid Documents, Approved Mans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the 2016 Revised Implementing Roles and Regulations of Republic Act No. 9184 ad are integrated herewith and incorporated herein by way of reference, namely.
 - SP Ordinance No. b. Cortificate of Availability of Plants
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction >hedule
 - f. Request for Expression of Interest
 - g. Bidding Documents scluding all the documents/statements contained i the winning bidder's two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplements Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the fatter hereby coverimits with the PROVINCE a construct and complete the infrastructe works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenints v. pay the CONTRACTOR theamount of PESOS

Two Hillion Four Bundled Seventy-One Thousand Thanks thatted Eighteen Bases Currence Cardinateration of the construction and one upon completion of the attrastructure works unless otherwise aereed by the parties, subject of this Agreement as a centract price at he time and in the tensor and the Constant and specified in the Bitland as agreed upon by the Contractor.



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Comract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Bandred Forty-One Thousand Divess [hardred Rivery-Five Feece & 69/100] (P 761,393.69)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihtrea" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the etreumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this -Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

1 8 WITNESS WHEREOF, of	n parties have hereunto signer ntipolo City.	I this Agreement thi	isday of
OLIVER ACUTA SENSEBUCTAL Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
Вуг	By:	8	
Proprietor/Manager/President	Ri	Governor Covernor	ES_
180.	WITNESSES	57	
LOLITA B/DE GIZMA	N. N	ia. Victoriaji.	TEJADA
NO	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S			
BEFORE ME, a Notary Publi	ic for and in Antipolo City, per	monally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON RESECCA A YNARES	Pamport No. P8239281A	August 5, 2028	Mamila
OLIVER ACUINO	TIN NO. 182-311-289	2	
All known to me and to me kn acknowledgment that the same is their present.	own to be the same person/s wh free voluntary act and deed as		
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies bereto in each and every pag		
Concreting of Verello 5	it., Drgy. Deraktan, Ta	nsy, Risal	
WITNESS MY HAND AND S	EAL DIS 1 BANDY 2]21, at Rizal	Provincial Capitol,
Doc No. 241 Page No. 44 Book No. 3 Scries 20 D/		TANTON NAMED OF	EC 31, 1911

HOTAMAL CONVICTOR NO. YO - 07
IBPLIFERMURGILAD, TYGH 7/ NEZNL
TOLL DEA TTOKNEY AD, \$5910
- TP NO. 1550/74 9/8/8/8/



NOTICE TO PROCEED

18 November, 2021

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubindas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the
Construction of 1-Storey, 2-Rooms Ynares School Building at
Rosario Ocampa Elem. School, Brgy, San Juan, Tayloy, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA L YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

10-201

LAURO A URIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

PONTROOPHON BEINGE	D-15/54191	ale more attend	up/private corporation, dul
rganized and existing under the law	s of the Kopublic of the	Chilippines, MI	h principal place of busines
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WHEREAS, the CONTRAC undertake the above said infraction id in a public bidding held last be construction and completion of flowing standards set forth in the b	chiil William Chief been d	eclared as the L , has accepted	west Calculated Responsive and binds itself to undertak
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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One HILLON Two Handpard Seven Thomased Seven Thursday Theory Wilne Paron & 47/100 (P 1,207,729,67).)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be psyable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rewind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this 2-7.

Agreement, without prejudice, however to my mutual agreement of the parties hereto to agree in writing 2-7 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Autipolo, with the exclusion of any other courts.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.

LOLITA B. DE GUZMAN

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity Valid ID Presented Date Place
HON REBECCA A YNARES Paraport No. P8239281A August 5, 2028 Manila
LAURO N. USTADAS TIH NO. 008-1410-489

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of 1 storry, 2 coors Yearns School Building at Horaria Commun Elementary School, Brgy. Son Jose, Taytey, Risel

WITNESS MV HAND AND SEAL this day of 2021 at Rizal Provincial Capitol.

Antipolo City.

Doc No. 232
Page No. 43
Book No. 3
Series 20 21

ANTARY PURCH COTTLE DEC. 31. 2021
ANTARIAN CU-XU-SSIGN NO. 20-07
ANTARIAN CU-XU-SSIGN NO. 20-07
ANTARIAN CU-XU-SSIGN NO. 55320
THE NO. 15581799/MIZAL

MA, VICTORIA B, TEJADA



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Improvement/Coast. of Box Culvert of Creek (along B. Pag-asa St.), Brgv. Sta. Anu, Taytay, Rital
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours.

REBECCA X. YNARES

Governor

f acknowledge receipt of this Notice on:

11-19-200

Authorized Signature:

Name of the Representative of the Bidder

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this set by its GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE, and

Propriet citizen,	ffice address at or/President/General Malingecomen.	Risel AURO HAUSIADAS	rictoralisp private corporation, dub- ies, with principal place of histories d herein represented by it of legal age. Filiping herematter referred to as the
porsum	WHEREAS, the PROVINCE declare t of the Sangguntang Panlalarigan O		namely!
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a: SP Ordinance No.

b. Certificate of Availability of Fights

- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidden's two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the inflastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Two Million One Hundred Thirteen Therman Six light Pol Minety-There De Philippine Carrelo 1500 consideration of the construction and only upon completion lot, the light astructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor.

- The CONTRACTOR warrants that he has not given nor promised to give my money or gift to my official or employee of the PROVINCE, or my Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Thirety-Four Thousand Que Handred

 [1] 635,108.16

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for my injuries and/or damages that may be sustained by them or my third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its sucome and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agroement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restinution for the damages done of the forfoiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

	the parties have hereunto signe Antipolo City.	d this Agreement th	nisday of
KIT UNIANAS CONSTRUCTION COR-	PURATE II RIZAL PR	OVINCIAL GOVE	RNMENT
comy's and conjusting			
By	By	2	
LAURO H. URIADAS	RI	EBECCA A. YNAI	9.09
Proprietor/Manager/President		Governor	
100	WITNESSES	8	
LOLITA B. DE GUZMA	AN N	IA. VICTORIA B.	TEJADA
10		/	
, NO	TARIAL ACKNOWLEDGM	ENT (
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	olic for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Mamia
LAUSO M. UBIADAS	THE RO. 008-410-589	/	
All known to me and to me k acknowledgment that the same is the present.	nown to be the same persons's wheir free voluntary act and deed as	executed the foregovell as the entity th	oing instrument and at they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including this rises hereto in each and every page	page wherein this e hereof, refers to the	acknowledgment is e Agreement for
Improvement/Construction of Sugy. Sts. Aps, Tsytoy, Mis	How Cultwest of Creek (and the second section of the second	ALCOHALL DESCRIPTION
WITNESS MY HAND AND Antipolo City	SEAL this1 & NOV 2	0211 at Riza	Provincial Capitol,
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	TEP LI	TERMEROLL NO. 099	47/01ZAL

MOLL OF ATTREMET NO. 55310



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MS, NOEMI S, SORIANO RSS CONSTRUCTION AND SUPPLIES Morong, Rizal

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of 2-storey Ynares Multi-Purpose Bldg. (Health Center), Brgs. Printa, Teresa, Rical effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

4 Governor

l acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

NOEM'S SORIANO

CONTRACT AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

resting un Freuniferer	PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and der Republic Act. No. 7160, with seat of government at the Rical Provincial Capitol, tital Road corner P. Oliveros St., Brgy. San Roque, Antipole City, represented in this act by NOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
and office Proprietor/P citizen, sin	a sole proprietership private corporation, duly and existing unider till liews of the Republic of the Philippines, with principal place of business at and nerein represented by its resident/General Manager, and nerein represented by its gle/married, resident of the private of legal age. Filipino gle/married, resident of the private of
WI: normanit of	HEREAS, the PROVINCE declares that certain infrastructure works should be constructed in the Sanggumang Pantalareigan Ordinance No. 23, v. 2021
Cons	traction of 2-storey Ynorse Pulti-Purpose Suilding (Seelth Conter), Prints, Tacara, Sizel
to undertake Bid in a pul the construct following st	IEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence of the above said infrastructure works, has been declared as the Lavest Uniquisted Responsive blie bidding held last has accepted and binds itself to undertake ction and completion of the above said infrastructure works strilly in accordance with the tandards set forth in the bid documents, approved plans, program if works and specification in
	on of the amount of
	W, THEREFORE, for and in consideration of the firegoing persists, the parties hereto
hereby agre	e as follows:
Documenta Contract, S 2016 Revis	The whole works subject matter of this Agreement slel be completed within a calendar days, in accordance with the provisions of the Bid Approved Phirk, Program of Works and Specifications, Generaland Special Conditions of applemental in Bid Hullerins, if any, and supporting related doorsents as required by the od Implementing Rules and Regulations of Republic Act No. 9184 at me integrated herewith muted herein by way of reference, namely.
	SP Ordinance No.
b	Certificate of Availabilité of Tulbis
4	Scope/Program of Work and Detailed Estimate Plans and Specifications
0.	Construction 2-hedule
1	Request for Expression of Interest
.84	Bidding Documents production all the de-
	bidden's two (2) bidding envelopes Bid Security
53.1	Addenda and Supplements v. p.
38	Notice of Award of Contract and the Contractor's Conformity thereto
this Agree	In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the by covenants with the PROVINCE is construct and complete the infrastruare works subject of ment in conformity with the province of the Contract;
1.	The PROVINCE hereby covenants is pay the CONTRACTOR theamount of PESOS
Thinks !	HITTER MAN WALLEY AND THE STREET
unines other	construction of the construction and on, upon completonizer the infrastructure works exclude agreed by the parties, subject of this Agreement as a centract price if he time and in the bed by the Contract and specified in the Bid of as agreed upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Million One ilumined Himsty-Two Thousand Nine Hundred Seventy-Two Pesos & 83/100 (P 1,192,972.83)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this_ Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, th	e parties have hereunto sign upolo City.	ed this Agreement th	is day of	
RSS CONSTRUCTION AND SUPPLIES Entity/Firm/Corporation	S RIZAL P	RIZAL PROVINCIAL GOVERNMENT		
By:	By:	8		
Proprietor/Manager/President	j.	Governor 7	W.	
10	WITNESSES	8		
LOLITA M. HOGUZMAN	6	ma. Victoria b.	TEJADA	
NOT	ARIAL ACKNOWLEDGE	MENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.				
BEFORE ME, a Notary Public	for and in Antipolo City, p	ersonally appeared the	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON REHECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
HOREIT, The SORTANO	TEL NO. 166-652-369		-	
All known to me and to me kno acknowledgment that the same is their s present.	wn to be the same person's w free voluntary act and deed a	no executed the forego s well as the entity the	ing instrument and it they respectively	
This instrument, consisting of written and has been signed by the partie	three (3) pages including the	is page wherein this a use hereof, refers to the	cknowledgment is Agreement for	
Construction of 2-story Year Primes, Teress, Rissi			A A A A Comment of the Comment of th	
WITNESS MY HAND AND SI Antipolo City.	TAL this 1 Ball the 2	777 at Rizul	Provincial Capitol,	
Dec No. 257 Page No. 52 Book No. 32 Series 20 Q1		TOTARIO CON STATUTO	Mn.20-67	

*OLL OZA TURKEY NO. 55380



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 November, 2021

MS. MARIA TERESITA E. PAMINTUAN MJP CONSTRUCTION & DEVT. CORP. Baras, Rizal

Dear Ms. Pamintuan

The attached Contract Agreement having been approved, notice is hereby given to
MJP CONSTRUCTION & DEVT. CORP. that work may proceed on the
Improvement/Concreting of Road with Drainage Canal at
Tamarind Street, Brgs. Bagumbayan, Teresa, Rizal

effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

A Governor

I acknowledge receipt of this Notice on:

11-19-201

Authorized Signature:

Name of the Representative of the Bidder.

MARIA TERESITA F. PAMINTUAN

10/11/2021# 30

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act. No. 71n0, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and

ONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntary Paulalanetgan Ordinance No. 222 9 221 8 manely:

Emprovement/Conscreting of Good with Besinage Cenel at Temerind Street, Stry. Degunbayan, Torone, Street

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 11 October 2021 has accepted and binds uself to undertake the construction and completion of the above said infrastructure works exictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount

NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto bereby agree as follows:

One landred Trenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 23, #. 2021
- b Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications.
- e. Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the faster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Torce Hillion Two Bandred Sixty-Seven Prousend Two Fandred Two Peros & 22/100 (p. 3,267,202.22). Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise larged by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- The CONTRACTOR warrants that he has not given not promised to give any money or gift to
 any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Haris Binxings Highly Thousand Con Statistical State Purps 6 67/100 (P 980,160.67)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

- 9 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract berninafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Jr.

referred thereto: The process of infinitiation under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.



Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

the appropriate court of the City of Antipolo, with the exclusion of any other courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. 1 8 NOV 2021 KET CHETRICITON & DESIGNATION COSPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. By: LA F. PARTITIONS Proprietor/Manager/President WITNESSES B. DEGUZMAN TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Place Valid ID Presented Date HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila PAMINITUAL TIN NO. 213-504-783 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement/Concreting of Road with Desinage Canal at Taxarind Street, Magy. Begosbayan, Tecosa, Risal 1 8 ANY 012021 WITNESS MY HAND AND SEAL this at Rizal Provincial Capitol. Antipolo City. Dec No. LA WARRENCE TERRETARINE Page No. MIANOTARY PEBLIC CO. 1 2021 Hook No. Series 20 ANTARIAL CONTRACTOR NO. 20-07 MPLHET ENGLISH, 09097/01244

PTR AT 1559/769/8/244